

AIRPORT ADVISORY COMMITTEE

May 17th, 2019 8:15 A.M.

Fremont Municipal Airport Terminal Building 1203 West 23rd Street, Fremont, Nebraska

- 1. Meeting called to order with Open Meeting announcement.
- 2. Roll call.
- 3. Approval of the April 19th, 2019 meeting minutes.
- 4. Terminal Master Plan Project Update and Discussion.
- 5. Discuss Aerial Applicator Request
- 6. Discuss July 3rd Firework Show
- 7. Discussion of Maintenance Items
- 8. Adjournment.

Agenda posted at the Municipal Building and distributed to the Mayor and Board Members on May 15th, 2019. The official current copy is available at City Hall, 400 East Military, Public Works Department Office. The Board reserves the right to go into Executive Session when necessary. A copy of the Open Meeting Law is posted at the Airport terminal building for review by the public. The Board reserves the right to adjust the order of items on this agenda.



AIRPORT ADVISORY COMMITTEE Minutes of April 19th, 2019

1. Meeting called to order with Open Meeting announcement.

Meeting was called to order at 8:15 a.m.

2. Roll call.

Board Members Present: Ron Spahni, Bill Dugan, Jennifer Weiss-Assman, Robert Steenblock (arrived 8:30), Tom Randall, Eric Johnson

Guests: Jim Kjeldgaard, Greg Kjeldgaard, Steve Landholm, Brian Newton, Ken Cox, David Goedeken

3. Approval of the January 18th, 2019, February 15th, 2019, March 15th, 2019 meeting minutes.

Motion made by Dugan, seconded by Weiss-Assman, motion passed by vote of members.

4. Terminal Master Plan project update and discussion.

Staff updated Board on the progress of the Terminal Master Plan Project, Plans have been submitted to FAA and NDA for review. Comments and corrections have been resubmitted. City Council has approved Scope of Work and Contract with Burns McDonnel to move to final design.

5. Discuss Airport Disadvantaged Business Enterprise (DBE) Program.

Staff presented the board with a draft version of the DBE program as prepared by the NDA for the Fremont Airport in anticipation of the terminal project.

Motion made by Dugan, seconded by Weiss-Assman, to recommend City Council Approve the DBE Program, motion passed by vote of the members. The Program will go before the City Council for their approval on May 14th.

Discuss Hangar Lease Agreements.

This was a carryover item from previous meetings, Staff gave report to the board regarding hangar leases.

7. Discuss Hangar Inspections.

Staff reported they will be conducting hangar inspections later this spring. All tenants will be given notification prior to actual inspections.

8. Discuss Hangar Loan Program

City Administrator, Brian Newton briefed the board on the financial options for building additional hangars at the airport.

9. Maintenance Items

Jim Kjeldgaard has a list of items in the hangars and suggests the city look at these items as Staff does hangar inspections.

10. Adjournment.

Meeting was adjourned at 9:00



AERIAL APPLICATOR AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Fremont, hereinafter referred to as "City", and 6 FG Sovay Service 6 FG Ag House hereinafter referred to as "Aerial Applicator."

WHEREAS, Aerial Applicator desires to use the airport in connection with its aerial application and crop dusting business, and

WHEREAS, City agrees to allow Aerial Applicator to use the airport for said aerial application business but desires to be indemnified against any environmental hazard or waste contamination.

NOW, THEREFORE, in consideration of the mutual covenants herein described, the parties agree as follows:

- 1. Aerial Applicator shall pay a fee of \$1,500.00 before the start of Aerial Applicator spray operations, for the calendar year of 3019 for the use of the airport in connection with its aerial application business. The term of this Agreement shall be for the calendar year of 3019. Aerial Applicator shall also provide and have available a spill prevention kit to contain and absorb any fuel or chemical spill on Fremont Airport property. Any spills will be cleaned up immediately and completely at the Aerial Applicator's expense and to the satisfaction of the City of Fremont.
- 2. The parties acknowledge that Aerial Applicator uses certain hazardous substances in the course of conducting its business. Aerial Applicator shall, at Aerial Applicator's sole cost and expense, comply with all the requirements and orders now in force in which may hereafter be imposed by all federal, state, county, municipal and other applicable governmental authorities pertaining to Aerial Applicator's use and occupancy of the airport for its aerial application business.
 - a. In the event Aerial Applicator receives a notice of violation from a governmental authority or becomes aware of an event or condition which would give rise to violation, Aerial Applicator shall give prompt notice thereof to the Airport Manager, including an accurate and complete written report of the event or condition. Aerial Applicator shall also provide to the Airport Manager a written plan for the repair, abatement or remediation, as the case may be, of the violation, including a timetable for completion of the plan. Aerial Applicator shall promptly execute the plan at his sole cost and expense.
 - b. In the event Aerial Applicator fails to perform any act required under this paragraph 2, it shall be deemed in default under the terms of this Agreement and City may terminate this Agreement. City shall be entitled to collect from Aerial Applicator any fines, penalties,

- expenses of repair, expenses of remediation (including professional's expenses and consultant's fees) and all direct and consequential damages incurred as a result of Aerial Applicator's default under this paragraph 2.
- 3. Aerial Applicator agrees to indemnify and hold City harmless against any loss, liability, cost, expense or claim, including but not limited to attorney fees, disbursements, laboratory fees and consultant fees which the City may sustain resulting from or on account of any claims arising from the enforcement of any environmental protection laws by any federal, state or municipal environmental protection laws, regulations or policies. Aerial Applicator shall not be responsible for any expense related to any condition created or contributed to by City, which condition is volatile of any environmental law, regulation or policy. The provisions of this paragraph shall survive the termination of this Agreement and inure to the benefit of City, it successors or assigns.
- 4. Aerial Applicator shall obtain, maintain in full force and effect, and strictly comply with any and all governmental permits, approvals and authorizations necessary for the conduct of its business operations and shall supply the City with copies of such permits, approvals and authorizations. Aerial Applicator shall promptly notify the Airport Manager of the expiration or the revocation of any such permits, approvals and authorizations and shall promptly notify the Airport Manager with a copy of any notice of violation of any environmental law, regulation, state, ordinance, policy or Aerial Applicator receives.
- 5. Aerial Applicator shall have and use radios while performing spray operations off the Fremont Municipal Airport.
- 6. The Aerial Applicator shall purchase their fuel at the Fremont Municipal Airport while operating from the site.
- 7. The parties hereto recognize that Aerial Applicator will be using or producing substances which are deemed "hazardous" under certain federal and state laws and regulations, that such use or production will be in the ordinary course of Aerial Applicator's business and cannot be avoided, and that there are no substitute substances available which are not "hazardous" substances.
- 8. The parties further recognize that the City needs adequate assurances that in the event of an adverse environmental occurrence, such as a leak during storage, transportation, handling or disposal, or a release of one of these substances, Aerial Applicator will have sufficient financial resources to remedy the problem, as required by federal and state law, and to adequately compensate for injury to person or property of third parties who may be affected by the adverse environmental occurrence. The term "an adverse environmental event" shall be defined as a release of a hazardous substance (as defined below), which release either poses a threat to the

- quality of air, water, lawn, fish, wildlife or natural resources, or a threat of damage to persons or property, and which will require remediation under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).
- 9. The parties further recognize that under CERCLA, 42 USC § 9601 et seq., the federal authorities are not required to recognize the hold harmless provision contained elsewhere in this Agreement, whereby Aerial Applicator agrees to indemnify City for the cost of remediation and injury to persons and property, among other things. The intent of the parties is to provide a source of funds to reimburse City for such remediation costs and damages, should they be deemed liable therefore by any governmental authority or court of law. Accordingly, Aerial Applicator shall provide written proof by providing a copy of the insurance policy, bond or irrevocable letter of credit (hereafter "security"), in at least the amount of \$2,000,000, which shall name the City as additionally insured, beneficiary or payee, as the case may be. The security shall be payable to City in the event that an adverse environmental event occurs on the leased property.
- 10. The term "hazardous substance" shall mean any substance hazardous under any of the following statutes, or under any other statute or regulation of any governmental authority: The Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC § 6901 et seq.; the Hazardous Material Transportation Act, 49 USC § 1801 et seq.; and the Toxic Substances Control Act, 15 USC § 2601 et seq.; and regulations promulgated thereunder.
- 11. It is the intent of the parties that Aerial Applicator be responsible for the expense of any clean up, remediation or damages. The security is to be provided as extra protection against such expenses.
- 12. Aerial Applicator shall provide proof of the existence of such security to City before using the airport for aerial application. Aerial Applicator shall also provide to City proof of payment of any premium or fees in connection with the security. If an insurance policy is used, Aerial Applicator shall obtain a clause in the policy guaranteeing City thirty (30) days notice prior to cancellation of the policy for any reason. In the event Aerial Applicator fails to pay a premium or fee when due, City may pay the same and charge the cost thereof back to Aerial Applicator as additional fees. Such additional fees shall be due and payable on the first day of the month following the month in which City made payment. Failure to maintain the required security throughout the duration of the agreement term, or to reimburse City for its payment of a premium or fee, shall be an event of default under this Agreement.
- 13. Aerial Applicator shall perform any act or produce any data which may be required by a company which agrees to provide the security. This may include, but shall not be limited to, undertaking an

- environmental site assessment, allowing periodic review of business records by the company, or releasing financial data and descriptions of business operations.
- 14. Aerial Applicator shall use all reasonable means to prevent an adverse environmental occurrence and City, through its representatives, employees and agents, shall be permitted at all reasonable times to inspect any of Aerial Applicator's facilities and equipment for the purpose of determining compliance with this paragraph.
- 15. This Agreement shall not be assigned by Aerial Applicator without express written consent of City.

WHEREFORE, the parties have executed this Agreement this _	21	day of	April	,
20 9.			4	

by Walker Liedtke Jule -Aerial Applicator NE Mgr, Owner

FREMONT MUNICIPAL CITY

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	Dy.			



CERTIFICATE OF INSURANCE **REVISION 1**

This is to certify to

City of Fremont, NE, Airport Authority

(Certificate Holder):

400 East Military Avenue Fremont, NE 68025

The following policy(ies) have been issued to:

GFG Spray Service, LLC, Trustor and Bank of Utah, Trustee 117 N. Alanthus Ave.

Stanberry, MO 64489

AIRCRAFT POLICY NO:

AG 001009 04

POLICY PERIOD:

FROM: July 12, 2018

TO: July 12 2019

INSURANCE COMPANY:	OLD REPUBLIC INSURANCE COMPANY	10. duly 12, 2019				
AIRCRAFT LIABILITY EXCLUDING CHEMICAL LIABILITY: LIMITS OF LIABILITY						
 □ C. Bodily Injury Liability Excluding Passengers: □ D. Property Damage: □ E. Passenger Bodily Injury: □ F. Combined Bodily Injury & Property Damage Liability E. Passenger & Excluding Chemical Liability: 	### EACH PERSON \$	EACH OCCURRENCE				
AIRCRAFT CHEMICAL LIABILITY:	LIMITS OF LIAE	IIITV				
G. Limited Chemical Bodily Injury Liability:	EACH PERSON \$	EACH OCCURRENCE				
H. Limited Chemical Property Damage:	\$ \$XXX \$	Aggregate				
☐ I. Limited Chemical Combined Bodily Injury/Property Dar	\$ mage: \$ \$	Aggregate				
☐ J. Comprehensive Chemical Bodily Injury Liability:	\$ \$	Aggregate				
☐ K. Comprehensive Chemical Property Damage Liability	· · · · · · · · · · · · · · · · · · ·	Aggregate				
L. Comprehensive Chemical Combined Bodily Injury & Property Damage Liability:		Aggregate 0,000 0,000 Aggregate				
DESCRIPTION OF AIRCRAFT PHYSICAL DAMAGE COVERAGE: ALL RISKS GROUND AND IN-FLIGHT						
	513.50	GROUND AND IN-FLIGHT				
NUMBER YEAR MAKE & MODEL N271LA 2012 Air Tractor AT-802	INSURED DEDUCTIB	LES IN-MOTION \$10,000				
As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced Policy						
	LICY PERIOD: FROM:	TO:				
INSURANCE COMPANY: OL	D REPUBLIC INSURANCE COMPANY					
LIABILITY COVERAGES: ☑ M. Aerial Applicator's Premises Liability:	\$XXX each person \$2,000,000	each occurrence *				
	* Refer to the Policy, an Annual Aggregate limit may ap	ply to some coverages.				
This Certificate Holder is: Included as a Loss Payee for Aircraft Physical Damage Coverage. Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage not to exceed 90% of the Insured Value. Included as an Additional Insured, but only with respect to operations of the Named Insured. Provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.						

OTHER COVERAGES/CONDITIONS/REMARKS:

Provision has been made to give the Certificate Holder thirty (30) days Notice of Cancellation - ten (10) days for nonpayment of premium of any policy above, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

Agency Name:

EBCO Aviation Underwriters, Inc.

Agency Phone:

800-238-5190

Old Republic Aerospace Representative:

Date: 04/25/2019

1990 Vaughn Road, Suite 350, Kennesaw, GA 30144 • (770) 590-4950 • Fax: (770) 590-0599

AERIAL PESTICIDE BUSINESS LICENSE STATE OF NEBRASKA

Issued to:

GFG Spray Service, LLC

Date of Issue: February 13, 2019

Date of Expiration: December 31, 2019

License Number 151

OGDEN UT 84201-0046

In reply refer to: 0423605625 Dec. 16, 2013 LTR 252C 0 26-0490941 000000 00

> 00007910 BODC: SB

GFC SPRAY SERVICE LLC STEVEN GAGE MBR 31019 E 260TH AVE BETHANY MO 64424-8124

12238

Taxpayer Identification Number: 26-0490941

Dear Taxpayer:

Thank you for the inquiry dated Nov. 13, 2013.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you need forms, schedules, or publications, you may get them by visiting the IRS website at www.irs.gov or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone	Number	()	Hours
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Sincerely yours,

Sheila Bronson Dept. Manager, Code & Edit/Entity 3

Enclosure(s); Copy of this letter

AMENDED AND RESTATED ARTICLES OF ORGANIZATION OF GFG SPRAY SERVICE, LLC

The Articles of Organization of GFG Spray Service, LLC, fik/a Midwest Spray Service, LLC, filed on July 13, 2007 with the Missouri Secretary of State are hereby amended and restated in its entirety by these Amended and Restated Articles of Organization.

- 1. The name of the limited liability company is: OFG Spray Service, LLC
- 2: The purpose for which the limited liability company is organized:
 The transaction of any lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act, Chapter 347 RSMo.
- 3. The name and address of the limited liability company's registered agent in Missouri is: BC Agent Services, Inc., 3500 One Kansas City Place, 1200 Main Street, Kansas City, Missouri 64105.
- 4. The management of the limited liability company is vested in one or more members.
- 5. The duration for this limited liability company is perpetual.
- 6. The name and street address of the organizer is:
 Sarah Pfannenstiel, 1200 Main Street, Suite 3500, Kansas City, Missouri 64105
- 7. The date of occurrence that required these amendments is September 30, 2013.

In Affirmation thereof, the facts stated above are true and correct this May of

Lee Blank, Authorized Person

SECOND AMENDED AND RESTATED OPERATING AGREEMENT OF GFG SPRAY SERVICE, LLC

This Second Amended and Restated Operating Agreement ("Agreement") of GFG Spray Service, LLC flk/a Midwest Spray Service, LLC, a Missouri limited liability company (the "Company"), effective as of January 29, 2014, is entered into by GFG Ag Services, LLC, a Delaware limited liability company, as the sole member of the Company (the "Member").

RECITALS

WHEREAS, the Articles of Organization of the Company were executed and filed with the Office of the Secretary of State of the State of Missouri on July 13, 2007, forming the Company as a limited liability company under and pursuant to the Missouri Limited Liability Company Act (as amended from time to time, the "Act");

WHEREAS, the prior members of the Company entered into the Operating Agreement of the Company on July 13, 2007, and such Operating Agreement was amended and restated in its entirety on September 30, 2013 (collectively, the "Original Agreement"); and

WHEREAS, the Member does hereby adopt this Agreement as the operating agreement of the Company, hereby amending and restating the Original Agreement in its entirety pursuant to the terms hereof, and agrees that the membership in and management of the Company shall be governed by the terms set forth herein, with the intention that this Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company.

AGREEMENT

NOW, THEREFORE, the Member agrees as follows:

- 1. Name. The name of the Company is GFG Spray Service, LLC.
- 2. <u>Purpose</u>. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.
 - 3. Principal Office: Registered Agent.
- (a) <u>Principal Office</u>. The location of the principal office of the Company shall be such location as the Member may from time to time designate.

(b) <u>Registered Agent</u>. The Company's registered agent and office in the State of Missouri shall be the agent and office as set forth in the Articles of Organization of the Company, or such other registered agent and/or registered office as the Member may hereinafter determine.

4. <u>Momber</u>.

- (a) <u>Initial Member</u>. The Member is deemed admitted as the sole Member of the Company.
- (b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.
- (c) <u>Membership Interests: Certificates</u>. The Company will not issue any certificates to evidence ownership of the membership interests.

5. Management.

- (a) Authority: Powers and Duties of the Member. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.
- (b) <u>Biection of Officers: Delegation of Authority</u>. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "Officer"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

6. Limitations of Liability.

- Exculpation. To the fullest extent permitted by applicable law, no (i) Member or affiliate of a Member, (ii) member, stockholder, partner, manager, director, officer, employee or agent of a Member or an affiliate of a Member, (iii) Officer, employee or agent of the Company, (iv) affiliate, member, stockholder, partner, manager, director, officer, employee or agent of any direct or indirect wholly owned subsidiary of the Company ("Subsidiary"), or (v) person or entity who is serving at the request of the Company as a partner, manager, trustee, administrator, director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise which is associated with the Company (such entities in clause (v), "Associated Entities") (each in clauses (i)-(v) above, an "Indemnitee") shall be liable to the Company or to any Member for any act performed or omission made by such person in such capacity in connection with this Agreement, the matters contemplated herein or with respect to the business of the Company, any Subsidiary or any Associated Entity, as the case may be, unless such act or omissionconstitutes fraud, gross negligence or a wilful illegal act; provided, however, that the exculpation set forth in this Section 6(a) shall not apply with respect to any act or omission arising on or prior to September 30, 2013, or as to any act or omission arising directly or indirectly out of the transactions provided for in that certain Subscription, Contribution and Purchase Agreement among GFG Ag Holdings, LLC, NGP X US Holdings, LP, Lee Blank, Steven W. Gage, Cris E. Gage, Scott E. Gage, Brad M. Gage, Tracey G. Wright, Douglas E. McQuinn, Gage's Fertilizer & Grain, Inc., Gage Farms, Inc., Gage's Insurance Agency, Inc. and Northwest Ag Finance LLC, and any agreements, documents or instruments executed in conjunction therewith or related to the transactions referenced therein, including, without limitation, the Limited Liability Company Agreement of GFG Ag Holdings, LLC, the Voting and Transfer Restriction Agreement, the Confidentiality and Non-Compete Agreements and the Advisory Services Agreement between such parties (the "Transaction Documents").
- Indemnification. The Company shall, to the fullest extent permitted by law, indemnify, defend and hold harmless any Indemnitee (and its, his or her respective successors, heirs and legal and personal representatives) who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Company), by reason of any acts or omissions or alleged acts or omissions arising out of such Indemnitee's activities either on behalf of the Company, any Subsidiary or any Associated Entity and in furtherance of the interests thereof, against all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction-of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any olaim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by any Indomnitee and arise out of or in connection with such action, suit or proceeding; provided, that such Indomnitee's act or omission does not constitute gross negligence, fraud, or a wilful illegal act. The right to indemnification conferred in this Section 6(b) shall include the right to be paid or reimbursed by the

Company for expenses mourred by an Indemnitee of the type entitled to be indemnified under Section 6(b) who was, is, or is threatened to be made, a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the Indemnitee's ultimate entitlement to indemnification. Such expenses shall, at the request of the Indemnitee entitled to be indemnified under this Section 6(b), be advanced by the Company on behalf of such Indemnitee in advance of the final disposition of a proceeding so long as such Indemnitee shall have provided the Company with a written undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined that such Indemnitee is not entitled to be indemnified under this Section 6(b) or otherwise. Notwithstanding the foregoing, the indemnity and expense reimbursement set forth in this Section 6(b) shall not apply with respect to any act or omission arising on or prior to September 30, 2013, or as to any act or omission arising directly or indirectly out of the Transaction Documents.

- Cumulative Right: Primary Obligation: No Repeal, The right of any Indemnitee to the indemnification provided in this Section 6 is cumulative of, and in addition to, any and all rights to which such indemnitee may otherwise be entitled by contract or as a matter of law or equity, and extends to such Indemnitee's successors, assigns and legal representatives; provided, that (i) to the extent that any Indemnitee is entitled to be indemnified by the Company, any other Indemnitee and/or any insurer under a policy procured by such indemnitee, the obligations of the Company hereunder shall be primary and the obligations of such other Indemnitee or insurer secondary; and (ii) the Company shall not be entitled to contribution or indemnification from or subrogation against such other Indemnitee or insurer. If this Section 6 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify, defend and hold harmless each indemnitee pursuant to this Section 6 to the fullest extent permitted by any applicable portion of this Section 6 that shall not have been invalidated and to the fullest extent permitted by law. The provisions of this Section 6 shall be a contract between the Company, on the one hand, and each Indomnitee, on the other hand, pursuant to which the Company and each such Indemnitee intend to be legally bound. No amendment, modification or repeal of this Section 6 that adversely affects the rights of an Indemnities to indemnification incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such indemnitee's entitlement to indemnification without the Indemnitee's prior written consent.
- 7. <u>Term.</u> The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 11.
- 8. <u>Capital Contributions</u>. The Member may contribute to the Company such cash, properly or services as determined by the Member.
 - 9. Tax Status: Income and Deductions.

- (a) Tax Stans. Unless otherwise determined by the Member, as long as the Member is the sole member of the Company, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal income and all relevant state or local tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.
- (b) <u>Income and Deductions</u>. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.
- 10. <u>Distributions</u>. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

11. Dissolution: Liquidation.

- (a) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written consent of the Member; or (ii) any other event or circumstance giving rise to the dissolution of the Company under the Act, unless the Company's existence is continued pursuant to the Act,
- (b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.
- (c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and all assets of the Company at the time of Hquidation (including any proceeds thereof) shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.
- (d) The Member shall comply with any applicable requirements of the Act pertaining to the winding up and dissolution of the Company.

12. Miscelleneous.

(a) <u>Amendments</u>. Amendments to this Agreement may be made only with the consent of the Member.

- (b) Governing Law. This Agreement shall be governed by the laws of the State of Missouri, without regard to its conflicts of laws principles.
- (c) <u>Severability</u>. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

·[Signature page follows]

: ;

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

GFG AG SERVICES, LLC

By: L. L. Slank

Its: Can

Page 1



Neb. Rev. Stat. 21-156

APPLICATION FOR CERTIFICATE OF AUTHORITY FOREIGN LIMITED LIABILITY COMPANY

Submit in Duplicate

John A. Gale, Secretary of State Room 1301 State Capitol, P.O. Box 94608 Lincoln, NE 68509 (402) 471-4079 http://www.sos.ne.gov

An original certificate of existence from the appropriate authority in the jurisdiction or state under whose laws the limited liability company was organized must be filled with this document.

NOTE: A certified copy of the company's certificate of organization may not be filled in their of a certificate of existence. Name of Limited Liability Company GFO Agriproducts, LLC Alternate Name (complete only if scheel name is unavailable for use or does not comply with Nebraska law) Name and address of registered agent in Nebraska: Registered Agent Name; CT Corporation System Registered Agent Address: 5601 South 59th Street 68516 NE Lincoln Street and Malling Address Zlp Address of Principal Office: 117 North Alanthus Avenue, P.O. Box 100 Street and Mailing Address Stanberry CILY If required by state or jurisdiction of organization, office maintained in that jurisdiction; 117 North Alanthus Avenue, P.O. Box 100 Street and Mailing Address Stanberry MO Zin Organized under the laws of the State or Jurisdiction of Missouri Nature of the Business, purposes to be conducted or promoted in this state or professional services being rendered: .Agronomy sales... Effective date if other than the date filed Printed name of Authorized Representative FILING FBE: \$120.00 January 1, 2011

APPLICATION FOR CERTIFICATE OF AUTHORITY FOREIGN LIMITED LIABILITY COMPANY Submit in Duplicate

John A. Gale, Secretary of State Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
http://www.sos.ne,gov

An original certificate of existence from the appropriate authority in the jurisdiction or state under whose laws the limited liability company was organized must be filed with this document.

NOTE: A certified copy of the company's certificate of organization may not be filed in fleu of a

certificate of existence.		***************************************	**** *** *****	******* OX W	
Name of Limited Liability Compa				And the second s	
Alternate Name (complete only if not	ual namo is unavallablo i				
Name and address of registered ag			iar a a inprije i i i		
Registered Agent Name; CT Corpo	ration System				
Registered Agent Address: 5601 Stree and I Address of Principal Office: G	outh 59th Street et Address and Mailling A Post Office Box Number FG Ag Services, LLC,	Lincoin ddress Cify (if any) Member	NE State	68516 Zip	
117 North Alanthus Avenue Street and Mailing Address	Stanberry City		Missouri State	64489 Zip	
If required by state or jurisdiction Street and Malling Address	of organization, offi		•		
Organized under the laws of the Si			State	Zip	
Nature of the Business, purposes to services being rendered: Crop spraying services,	o be conducted or pr	omoted in th	is state or p	rofessional	
Effective date if other than the date GFG Ag Services, LLC, Member					
Signature of Authorized Representative Lee Blank, Chief Executive Officer FILING FEE: \$120.00	Markenship or your years	OFO Ag Service Printed name	es, LLC, Member of Authorized	or, By: Lee Blank, Chief Ex Representative	eculive Office
January 1, 2011			Neb. Re	v. Stat. 21-156	



14 CFR Part 187 Agricultural Aircraft Operations

Alreraft Authorization

1. The certificate holder is authorized to conduct Agricultural Aircraft Operations under the provisions of Title 14 CFR Part 137 using the certificated and airworthy aircraft equipped for agricultural operations that are listed in the following table .

Table 1

	Aircraft Approved for Agricultural Operations				
Į	Registration Number	Aircraft Make/Model/Series			
ł	THE RESERVE TO SERVE THE PARTY OF THE PARTY	1A 1-402-402			
L	N70009	S2R-134			

2. All aircraft shall be equipped with a suitable and properly installed shoulder harness for use by each pilot. No person may operate an aircraft in operations conducted under 14 CFR Part 137 without a safety belt and shoulder harness properly secured about that person except that the shoulder harness need not be fastened if that person would be unable to perform required duties with the shoulder harness fastened.

HQ Control: 04/21/2005

HQ Revision:

000

Certificate No.: 5M8G096M

DONNIE R WHITE PO BOX 21 STANBERRY, MO 64489

Applicator ID NEB 107255

R

License Type Commercial

icensed Categories
11 12

Licensed Thru 7/31/2020

